

Section 102(b) Rejection:

The Office Action rejected claims 1-50 under 35 U.S.C. § 102(b) as being anticipated by Vacon et al. (hereinafter "Vacon") (U.S. Patent 5,227,778). As set forth in more detail below, Applicant respectfully traverses the rejection as to the currently pending claims.

In regard to independent claims 1, 14 and 26, Vacon does not teach that a client selects a service advertisement from a space of a space service. The Examiner appears to consider user terminal 12 in Vacon to correspond to the client of Applicants' claims, server 11 of Vacon to correspond to the space and space service of Applicants' claims, and host nodes 14 and services 15 to correspond to the service of Applicants' claims. Applicants note that the client terminals 12 in Vacon do not select a service advertisement from a space of a server 11. Instead, Vacon teaches that "a user terminal 12 makes a request of a server 11 that results in the server recognizing the of a given type of service." (Vacon -- col. 5, lines 25-27). Thus, in Vacon, the client only makes a request to a server for a given type of service. The client terminals in Vacon "send requests to the servers for network services using the name (function) of the service rather than the address of the service provider." (Vacon -- col. 1, lines 20-23). Vacon then teaches that the server (not the client) locates a service advertisement for the requested type of service by sending out a multi-cast service request (see Vacon Fig. 3, steps 29 and 45), or from a cache (see Vacon Fig. 3, steps 51 and 52), or from a periodically broadcast service advertisement (see Vacon Fig. 3, steps 53-55). In contrast to Applicants' claimed invention, the client terminals 12 of Vacon clearly do not select a service advertisement from a space of a space service. Instead, it is the server 11 of Vacon that locates a service advertisement for the requested type of service. Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is

contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Furthermore, Vacon does not teach that the client uses information from the service advertisement that it selected to execute the corresponding service. Vacon teaches that the services “are to be made available to the user terminals 12 via the servers 11.” (Vacon -- col. 3, lines 43-48; Fig. 1) (emphasis added). Vacon teaches that servers “handle network protocol functions for the terminals.” (Vacon -- col. 1, lines 16-20). Vacon teaches that it is the server 11, not the client terminal 12, that uses the network address from a service advertisement to initiate a connection to the service. Therefore, Vacon does not teach that a client uses information from a service advertisement that it selected to execute the corresponding service, as recited in claims 1, 14 and 26.

In regard to independent claims 39, 43 and 47, Vacon does not teach a space which is operable to store a set of information expressed in a data representation language, wherein the space is addressable at a Uniform Resource Identifier (URI). A data representation language is a specific type of language. The eXtensible Markup Language (XML) is an example of a data representation language. Vacon makes no mention at all of expressing information in a data representation language. The sections of Vacon cited by the Examiner do not teach or describe a space which is operable to store a set of information expressed in a data representation language. Also, the network address of Vacon is not taught to be a Uniform Resource Identifier (URI). A URI is a particular type of identifier and is not taught by Vacon.

Furthermore, Vacon does not teach that a client locates the space at the URI, as recited in claims 39, 43 and 47. Vacon teaches, “the service is identified by function, rather than by network address.” (Vacon -- col. 2, lines 4-5). Thus, Vacon does not even use a network address to locate a service, let alone a URI. Moreover, Vacon does not teach any use of URIs at all. The references to network addresses in Vacon do not teach URIs.

Furthermore, Vacon does not teach the client retrieving the set of information expressed in the data representation language from the space, as recited in claims 39, 43 and 47. The client terminals 12 in Vacon do not retrieve any information from a space. The sections of Vacon cited by the Examiner mention nothing about the client terminals 12 retrieving any information from a space. Instead, Vacon teaches that servers “handle network protocol functions for the terminals.” (Vacon -- col. 1, lines 16-20). Vacon teaches that it is the server 11 that uses the network address from a service advertisement to initiate a connection to the service. Vacon does not teach a client terminal 12 retrieving any information expressed in a data representation language from a space.

Applicants also assert that many of the dependent claims are further distinguishable over Vacon. In regard to claims 2, 9, 16, 21, 27 and 34, Vacon makes no mention of a URI. Nor is a URI inherent in the network address of Vacon. For a teaching to be inherent in a reference it must be necessarily present and a person of ordinary skill in the art would recognize its presence. *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999); *Continental Can*, 948 F.2d at 1268, 20 USPQ2d at 1749. Inherency “may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” *In re Oelrich*, 666 F.2d 578, 581, 212 USPQ 323, 326 (CCPA 1981)). “In relying upon the theory of inherency, the examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic necessarily flows from the teachings of the applied prior art.” *Ex parte Levy*, 17 USPQ2d 1461, 1464 (Bd. Pat. App. & Inter. 1990) (emphasis in original). Nothing in Vacon would require that URIs be used for the network addresses. Therefore, it cannot be said that URIs are inherent in the teachings of Vacon.

The same is true for the data representation language and XML limitations of claims 4, 5, 10, 11, 17, 18, 22, 23, 29, 30, 35, 36, 40, 42, 44, 46, 48 and 50. Nothing in Vacon would require the use of a data representation language or XML. Therefore, it

cannot be said that URIs are inherent in the teachings of Vacon. In fact XML did not even exist at the time Vacon was filed. The Examiner cannot claim that something is inherent in the teachings of a reference if it did not even exist at the time of the reference.

In regard to claims 6, 19 and 31, Vacon does not teach a schema that specifies messages usable to read advertisements from a space and publish advertisements in the space. Vacon does not teach any messages for reading or publishing advertisements. Applicants do not understand why the Examiner refers to “respond” and “answered” in the rejection of claim 6. However, Applicants note that “read” and “respond” have different meanings, as do “publish” and “answered”.

In regard to claims 8, 20 and 33, Vacon does not teach a client searching one or more service advertisements stored in the space. The Examiner refers to col. 5 of Vacon, however nothing in col. 5 of Vacon mentions anything about the client terminals 12 searching one or more service advertisements stored in a space. Applicants also note that the words “searching” and “recognizing” have different meanings.

In regard to claims 9, 21 and 34, Vacon does not teach that the one or more service advertisements comprise a schema which specifies messages usable to invoke functions of the corresponding service. The Examiner did not give any explanation in regard to this claim limitation. The service advertisement of Vacon is illustrated in Vacon’s Fig. 2 and clearly does not include a schema which specifies messages usable to invoke functions of the corresponding service.

In regard to claims 12, 24 and 37, Vacon does not teach generating results in response to executing a service corresponding to a selected service advertisement for the client; and publishing the results in a network-addressable location, wherein information usable to access the network-addressable location is provided in an advertisement for the network addressable-location. The Examiner refers to col. 7 of Vacon, however nothing in col. 7 or any other portion of Vacon teaches the above claim limitations.

In regard to claims 13, 25 and 38, Vacon does not teach obtaining a lease for a service and sending the lease and a selected advertisement to the client. The Examiner refers to col. 5 of Vacon, however nothing in col. 5 or any other portion of Vacon teaches the above claim limitations. Leases for services are not mentioned at all in Vacon. Also, the advertisements in Vacon are only received by the server, not the client.

In regard to claims 13, 25 and 38, Vacon does not teach that the space comprises one or more web pages viewable by a web browser. The Examiner states that this claim limitation is inherent in Vacon. Applicants remind the Examiner that to establish inherency, the examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic necessarily flows from the teachings of the applied prior art." *Ex parte Levy*, 17 USPQ2d 1461, 1464 (Bd. Pat. App. & Inter. 1990). Nothing in Vacon would necessarily require the use of Web pages.

Thus, Vacon cannot be said to anticipate any of Applicants' claims.

Information Disclosure Statements:

Applicants note that four different information disclosure statements with accompanying Forms PTO-1449 were submitted on July 10, 2001, August 15, 2001, September 11, 2001, and October 25, 2002, respectively. Applicants request the Examiner to carefully consider the listed references and return copies of the signed and initialed Forms PTO-1449 from each statement. Copies of the previously submitted Forms PTO-1449 are included herewith for the Examiner's convenience.

CONCLUSION

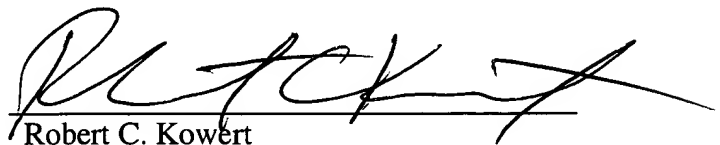
Applicants submit the application is in condition for allowance, and notice to that effect is requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Conley, Rose, & Tayon, P.C. Deposit Account No. 501505/5181-67400/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☒ Copies of previously submitted Forms PTO-1449
- ☐ Request for Approval of Drawing Changes
- ☐ Notice of Change of Address
- ☐ Marked-up Copy of Amended Claims
- ☐ Marked-up Copy of Amended Paragraphs
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- ☐ Other:

Respectfully submitted,



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